

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ADM INVESTOR SERVICES, INC.,)	
)	
Plaintiff,)	
)	
v.)	No. 06 C 6539
)	
THOMAS RAMSAY,)	
)	
Defendant.)	

MEMORANDUM ORDER

Thomas Ramsay ("Ramsay") has coupled his just-filed Answer to the Complaint brought against him by ADM Investor Services, Inc. ("ADM") with a Counterclaim against ADM and a Third-Party Complaint against Texas Trading Co., Inc. ("Texas Trading"). This memorandum order is issued sua sponte to require some obvious flaws in that pleading to be corrected.

To begin with, Answer ¶3 is wrong in asserting that because the subject matter jurisdictional allegation of Complaint ¶3 states a legal conclusion, he need not answer it--see App. ¶2 to State Farm Mut. Auto. Ins. Co. v. Riley, 199 F.R.D. 276, 278 (N.D. Ill. 2001). That jurisdictional allegation is plainly correct, and in the objective good faith required of every pleader Ramsay must admit it. This does not of course bear upon Ramsay's challenge to in personam jurisdiction, as to which he has stated his intention to appeal the Texas court ruling against him in that respect.

Next, Answer ¶¶6, 12 and 15 do not qualify as satisfactory

disclaimers as required by the second sentence of Fed. R. Civ. P. ("Rule") 8(b). In that respect, see App. ¶1 to State Farm.

As for the Counterclaim and Third-Party Complaint, this Court will simply await the responsive pleadings from ADM and Texas Trading. In the meantime, however, Ramsay is ordered to cure the defects identified here by a simple amendment to the existing pleading (not a self-contained entire rewrite) to be filed on or before March 26, 2007.

A handwritten signature in black ink, reading "Milton I. Shadur". The signature is written in a cursive, flowing style.

Milton I. Shadur
Senior United States District Judge

Date: March 15, 2007